AGENDA

COMMITTEE ON LANDS AND BUILDINGS

September 1, 2009 Aldermen Smith, Gatsas, M. Roy, J. Roy, Osborne 4:30 PM Aldermanic Chambers City Hall (3rd Floor)

- 1. Chairman Smith calls the meeting to order.
- 2. The Clerk calls the roll.
- 3. Ratify and confirm phone poll conducted on July 8, 2009 approving the naming of the new Play Park at Crystal Lake in memory of Tom Connors.

 Gentlemen, what is your pleasure?
- Discussion regarding a dog park in the city.
 (Note: Communication from Parks & Recreation will be forwarded under separate cover, if available.)
 Gentlemen, what is your pleasure?
- 5. Request to obtain lot number 611-4A Island Pond Road.

 (Note: Attached is a memo from Joan Porter regarding the Tax-Deeded property; appraisal from the Board of Assessors, if available.)

 Gentlemen, what is your pleasure?
- 6. Communication from Alderman Osborne requesting approval to officially name the playground at Steven's Park as The Casey Canney Playground at Steven's Park.

Gentlemen, what is your pleasure?

7. Communication from Jay Minkarah, Economic Development Director, submitting a draft Option to Purchase Agreement between the City and River's Edge Manchester, LLC for property occupied by the Manchester Transit Authority at 110 Elm Street.

(Note: Referred by the Board of Mayor and Aldermen on 08/18/09.)

Gentlemen, what is your pleasure?

8. Communication from Jay Minkarah, Economic Development Director, providing a summary of issues, estimated costs, and the status of the Northwest Business Park and French Hall.

(Note: Referred by the Board of Mayor and Aldermen on 08/18/09.)

Gentlemen, what is your pleasure?

TABLED ITEM

A motion is in order to remove any item off the table.

9. Report of the Board of Mayor and Aldermen advising that is has requested staff to prepare documents to provide that the City agree to extend the term on the 2nd mortgage relating to Lowell Terrace Associates property located at the northwest corner of Lowell and Chestnut Streets to coincide with the expiration of the existing first mortgage in 2013.

(Note: The Committee has requested clarification from Finance as to whether financials from 1984 – 2001 have been provided; Solicitor to provide a fair market value for the property as established by the Superior Court in October; Tabled 8/04/08; The Committee requests the Solicitor to provide an updated Certificate of Insurance for the property; Retabled 12/2/08. Information to be provided by the Assessor. Retabled 7/07/09 waiting for disposition letter.)

On file for viewing with Office of the City Clerk, One City Hall Plaza.

10. There being no further business, a motion is in order to adjourn.

To the Board of Mayor and Aldermen of the City of Manchester:

The Committee on Lands and Buildings respectfully recommends, after due and careful consideration, that the request from Alderman DeVries to name the new Play Park at Crystal Lake in memory of Tom Connors be approved. (Unanimous vote conducted via phone poll on July 8, 2009)

Respectfully submitted,

Clerk of Committee

On a vote conducted via phone poll on July 8, 2009 of the Board of Mayor and Aldermen, the report of the Committee was accepted and its recommendations adopted.

City Clerk



CITY OF MANCHESTER Board of Aldermen



MEMORANDUM

TO:

Board of Mayor and Aldermen

FROM:

Aldermen DeVries

Ward 8

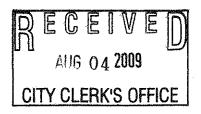
DATE:

July 6, 2009

RE:

Crystal Lake Park

I would like to name the new Play Park at Crystal Lake Park in memory of the Tom Connors who passed away this Spring after a long illness. Tom had long been known as an advocate for children, the South end and his family established the Melody Pines Day Camp on Crystal Lake. In addition to his acts on behalf of children Tom was always involved in the environmental health of Crystal Lake which has become Manchester's last swimmable body of water with a public beach. The new playground at the beach will prove to add to the summer experience at Crystal Lake and benefit generations to come. Many in the City have fond memories of their summers on this Lake or at Melody Pines and naming this playground in memory of Tom is a fitting honor. A formal dedication and grand opening of the playground will be announced shortly. I thank my fellow Alderman in their indulgence in this dedication.



June 30, 2009

Honorable Mayor Guinta,

I would like to express my interest in a small plot of land; the lot number is 611-4A Island Pond Road. My interest in acquiring this small piece of land would increase the piece I currently own to 1 acre and give me more road frontage. I need to know how I go about obtaining this plot of land and your assistance in the matter would be greatly appreciated.

Respectfully Yours,

Steve Barriere

Cc: Felix Catudal



Matthew Normand City Clerk

CITY OF MANCHESTER

Office of the City Clerk

MEMORANDUM

To:

Board of Assessors

From:

Heather Freeman

Vital & Legislative Records Supervisor

Date:

August 5, 2009

Re:

Island Pond Road plot number 611-4A

The letter attached was received by the City Clerk's Office on August 4, 2009 and is being forwarded on behalf of the Committee on Lands and Buildings for an appraisal.

Enclosure



Matthew Normand City Clerk

CITY OF MANCHESTER

Office of the City Clerk

MEMORANDUM

To:

Leon LaFreniere

Director of Planning & Community Development

From:

Heather Freeman

Vital & Legislative Records Supervisor

Date:

August 5, 2009

Re:

Island Pond Road plot number 611-4A

The letter attached was received by the City Clerk's Office on August 4, 2009 and is being forwarded on behalf of the Committee on Lands and Buildings for study and recommendation.

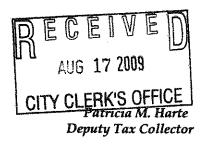
Enclosure

pc:

Joan Porter, Tax Collector

Joan A. Porter Tax Collector





Jacqueline G. Lutkevich Second Deputy Tax Collector

CITY OF MANCHESTER TAX COLLECTOR

Memorandum

DATE:

August 12, 2009

TO:

Land & Building Committee

FROM:

Joan A. Porter, Tax Collector

RE:

Map 0611 Lot 0004-A

As requested, the following contains information regarding the Tax-Deeded property located at: L Island Pond Rd

Prior Owners:

Thomas C. McCarthy, Trustee

Map/Lot:

0611/0004-A

Lien Date:

05/10/1991

Deed Date:

06/21/1993

Recorded Date:

06/22/1993

Book/Page:

Book 5445 Page 0444

Back Taxes

\$926.52 (not including interest and costs)

I do not have any objections to the disposition of this property.

The Notice to Former Owner to Repurchase (RSA 80:89) does not apply in this case as it was tax deeded prior to the effective date of the Statue (see attached).

Uno KNOW ALL MEN PY THESE PRESENTS:

Unofficial Docum

That I, Felix A. Catudal, Collector of Taxes for the City of Manchester, in the County of Hillsborough and State of New Hampshire, for the year 1993, by the authority in me wested by the laws of the State, and in consideration of one hundred three dollars and 46/100

to me paid by the City of Manchester, do hereby sell and convey to the City of Manchester, a certain tract or parcel of land situated in Manchester aforesaid, and described by the Assessors

Unofficial Document

L Island Pond Rala Document Nap# 611 Lot8

Formerly taxed under the name of McCarthy Trustee Thomas C

This deed is the result of the tax lien execution held at the Tax Collector's Office in the City of Manchester, New Hampshire, on the tenth day of May, 1991.

To have and to hold the said Premises, with the appurtenances, to the said City of Manchester, forever. And I do hereby covenent with said City of Manchester, that in making this conveyance, I have in all things complied with the law, and that I have a good ocumn right, so far as the right may depend upon the regularity of my own proceedings, to sell and convey the same in manner aforesaid.

In Witness Whereof, I have hereunto set my hand and seal, the twenty-first day of June, in the year of our Lord one thousand nine hundred and alnesy threament Unofficial Docum

Signed, Sealed and Delivered in the presence of:

Felif a Lite

Unofficial Document State of NEW HAMPSHIRE, HILLSBOROUGH, SS. June 21, 1993

Personally appearing, Felix A. Catudal, Collector of Taxes above named, and acknowledged the foregoing instrument to be his voluntary act and deed. Before me

#5445P60444

Unofficial Docume



CITY OF MANCHESTER Board of Aldermen



MEMORANDUM

TO:

Board of Mayor and Aldermen

FROM:

Alderman Osborne ML & EO

DATE:

August 26, 2009

RE:

Casey Canney Playground at Steven's Park Playground dedication

Last fall the CIP committee and Aldermen generously granted my request and appropriated funds in the amount of \$38,582 to construct a playground at Steven's Park on Tarrytown Road that can accommodate children with severe disabilities. It is the second of only two playgrounds like it in the city that can accommodate children with severe disabilities.

I would like to formally request that the playground be named after Casey Canney. Because of her persistence along with her mother Sherry who both live across the street they were able to motivate the policy makers of this city to fund the project for her and future generations of children to enjoy. Upon your approval to name the playground in her name I would like to have a sign furnished and installed. The sign would read as follows:

THE CASEY CANNEY PLAYGROUND AT STEVEN'S PARK

THIS PLAYGROUND IS FULLY ACCESSIBLE FOR PEOPLE OF ALL ABILITIES AND AGES GIVING THEM THE CHANCE TO PLAY AND INTERACT TOGETHER.

SPECIAL THANKS TO CASEY, ALDERMEN ED OSBORNE (WARD 5), THE COMMITTEE ON COMMUNITY IMPROVEMENT AND THE BOARD OF MAYOR AND ALDERMEN FOR THEIR EFFORTS AND GENEROUSITY IN BRINGING THIS PLAYGROUND TO REALITY

ALSO SPECIAL THANKS TO THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR PROVIDING THE FUNDING TO MAKE THIS PROJECT POSSIBLE

Thank you for your consideration in this request.



CITY OF MANCHESTER Economic Development Office



August 10, 2009

Board of Mayor & Aldermen One City Hall Plaza Manchester, NH 03101

RE:

MTA Site Option to Purchase

Dear Mayor Guinta and Members of the Board:

Attached is a draft Option to Purchase Agreement between the City and River's Edge Manchester, LLC, for the property currently occupied by the Manchester Transit Authority (MTA) located on Gas Street with an address of 110 Elm Street (Tax Map 836, Lot 6EX) for your approval. This agreement would give River's Edge Manchester, LLC the right to purchase the site at fair market value in the event the City chose to relocate the existing MTA facility. The City, however, would be under no obligation to relocate the MTA facility if it chose not to do so.

Given the proximity of the MTA site to the River's Edge development, its common access to Gas Street, and the recent acquisition of the 6.5 acre parcel east of the site (52 Elm Street) by River's Edge Manchester II, LLC, the proposed Option to Purchase Agreement would serve the public interest by allowing for possible expansion of the River's Edge campus and by helping to ensure that if the MTA site were ever to be redeveloped for another purpose, any such redevelopment would be consistent with neighboring uses.

The attached draft has been reviewed by the City Solicitor's Office, the Office of the Mayor and the Economic Development Office. I would be pleased to answer any questions or address any concerns that you may have. Thank you for your consideration.

Sincerely,

Jay Minkarah, Director

Manchester Economic Development Office

in board of Mayor and Aldermen

Date: 8 18 09 On Motion of Ald. O'Neil

Second by Ald. Pinard

Voted to refer to the Committee on Lands and

Ph: 603.624.6505 Fax: 603.624.6308

Buildings

City Clerk

cc: Tom Clark, City Solicitor

Leon LaFreniere, Planning & Community Development

OPTION TO PURCHASE

THIS OPTION TO PURCHASE (the "Agreement") is made as of the ______ of August, 2009, by and between River's Edge Manchester, LLC, a New Hampshire limited liability company, with a mailing address of 33 South Commercial Street, Manchester, New Hampshire 03101, its successors and assigns (hereinafter collectively the "Option Holder") and The City of Manchester, a body corporate and politic with an address of One City Hall Plaza, New Hampshire 03101 (hereinafter "Owner").

WHEREAS, Owner currently owns a certain parcel or tract of land, located at Gas Street and Elm Street, commonly known as Tax Map 836, Lot 6EX, as described in that certain deed recorded in the Hillsborough County Registry of Deeds at Book 2379, Page 331, containing approximately acres (together with the improvements, buildings and fixtures thereon (if any) and other appurtenant rights thereto are collectively hereinafter referred to as the "Premises");

WHEREAS, Owner wishes to grant to Option Holder and Option Holder wishes to take from Owner an option to acquire the Premises on the terms and conditions hereof.

NOW, THEREFORE, for good and valuable consideration received, Owner hereby grants to Option holder an option to purchase the Premises from Owner on the terms and conditions hereof:

- 1. Option. The Owner, for good and valuable consideration, in the amount of One Thousand Dollars (\$1,000.00), the receipt of which is hereby acknowledged by the Owner, hereby grants to the Option Holder an exclusive option, to purchase the Premises on the terms and conditions set forth herein (the "Option"). The Option shall last for a period of twenty (20) years from the date hereof.
- 2. Option Triggering Events. The Option Holder shall be able to exercise the Option within the ninety (90) day time period (the "Exercise Period") after the occurrence of the following events (a "Triggering Event"):

- 2.1 The Owner has secured title and funding for the intended improvements to a site for the relocation of the current operations of the Manchester Transit Authority, and provides written notice thereof to Option Holder; or
- 2.2 The Owner provides Option Holder with written notice of its desire to sell the Premises.
- 3. Notice of Intent to Exercise. If the Option Holder wished to exercise the Option, the Option Holder shall provide written notice thereof to Owner during the Exercise Period. During the Exercise Period Option Holder shall be permitted access to the Premises to perform any due diligence it deems necessary with respect to the Premises, including, but not limited to environmental inspections, soil tests, surveys and building inspections. In the event that the Option Holder does not exercise the Option during the Option period this Agreement shall lapse and the obligations of the parties hereunder shall be null and void.
- 4. <u>Purchase Price</u>. In the event the Option Holder exercises the Option, the purchase price for the Premises (the "Purchase Price") shall be the fair market value of the Premises or the total dollar amount that the Owner is required to reimburse to the United States whichever is greater. Fair market value shall be determined as follows:

Upon exercise of the Option, the parties shall attempt to establish the fair market value of the Premises as of the date of exercise of the Option (the "Exercise Date"). If the parties are unable to agree upon the fair market value within thirty (30) days of the Exercise Date, then the fair market value shall be determined as follows: Option Holder and the Owner shall each obtain an appraisal of the Premises from an MAI licensed real estate appraiser or brokerage professional within sixty (60) days after the Exercise Date, which appraiser shall appraise the Premises at fair market value. The Option Holder and the Owner shall supply their findings to each other. Within ten (10) days thereafter, Option Holder and the Owner shall use reasonable efforts to establish a fair market value based on the results of the two appraisals. If Option Holder and the Owner are unable to mutually agree upon a fair market value within said ten (10) day period, Option Holder and the Owner shall mutually select a third MAI licensed real estate appraiser, broker or professional, and shall deliver the results of the two appraisals to said appraiser, and said third appraiser, broker or professional shall, within thirty (30) days of his appointment, determine the fair market value of the Premises as of the Exercise Date. Any such determination by this third appraiser shall be the fair market value of the Premises and shall be binding upon the parties with the Purchase Price being the fair market value of the Premises or the total dollar amount that the Owner is required to reimburse to the United States whichever is greater, provided, however, if Option Holder is not satisfied with the Purchase Price determined by the third appraiser Option Holder may elect to rescind its exercise of the Option, provided, Option Holder shall pay the costs and fees of the Owner's appraiser and the third appraiser. In the event that Option Holder elects to rescind its exercise of the Option, the Option shall terminate.

- 5. <u>Closing.</u> After establishment of the Purchase Price, the closing on the Premises shall occur within sixty (60) days of the MTA moving to its new site. The deed shall be delivered on such date at the office of Option Holder or at the request of Option Holder, at the office of Option Holder's lender, provided the same is within the State of New Hampshire. The deed shall be a deed without warranties or covenants in proper form for recording in Hillsborough County, State of New Hampshire (the "Deed"). The Premises shall be free and clear of all mortgages, liens, encumbrances, restrictions, easements and other defects in title, except such restrictions and easements as will not adversely affect Option Holder's use of the Premises, conveying a clear, record and marketable title (and insurable at ordinary rates). Owner shall be obligated to remove all liens and encumbrances of a definite or ascertainable amount at closing and for which, to the extent thereof, the cash portion of the Purchase Price, net of prorations, shall be used. The parties will equally share in the cost of any real estate transfer or similar tax.
- 6. Owner's Documents. In addition to the Deed, simultaneously with the delivery of the Deed, Owner shall execute and/or deliver the following documents:
- 6.1 Affidavits and indemnities addressed to Option Holder, its lender (if any) and Option Holder's title insurance company with respect to parties in possession and mechanic's liens required by Option Holder's title insurance company and/or lender (if any) to issue lender's and owner's policies of title insurance without exception for those matters;
- 6.2 Real estate transfer documents, transfer tax declarations, certificates, votes and other documents, affidavits, settlement statements and forms customarily delivered when transferring property in New Hampshire or as reasonably requested by Option Holder.
- 7. Option Holder's Documents. Simultaneously with the delivery of the Deed, Option Holder shall cause the execution and/or delivery of such real estate transfer documents, transfer tax declarations, certificates, votes and other documents, affidavits, settlement statements and forms customarily delivered when transferring property in New Hampshire or as reasonably requested by Owner.
- 8. <u>Prorations.</u> Option Holder and Owner shall pro-rate all real estate taxes and assessments as of the date of closing in accordance with the law and practice in the State of New Hampshire. Option holder shall pay taxes from the date of the Closing, if Option Holder is a taxable entity.

9. Failure of Title.

9.1 If at the time of closing (i) Owner shall be unable to give title or to make conveyance, or (ii) to deliver possession of the Premises in accordance with the terms hereof, or (iii) the Premises do not conform with the provisions hereof, then Owner shall use reasonable effort to (a) remove any defects in title (b) deliver possession as provided herein, and/or (c) make the Premises conform to the provisions hereof, as the

case may be, in which event the closing shall be extended for a period to be designated by Owner in writing, but not for more than sixty (60) days,

- 9.2 If, at the end of such extended time, Owner has despite such reasonable efforts, been unable to (i) remove such defects in title, (ii) deliver possession as provided herein, or (iii) make the Premises conform to the provisions hereof, as the case may be, Option Holder, at its option, may (a) purchase the Premises subject to such condition, with no diminution in the Purchase Price, or (b) the Option shall remain in full force and effect in accordance with their terms.
- 10. <u>Notices.</u> All notices required by this Agreement shall be deemed given when sent and shall be either mailed by United States mail, postage prepaid, certified, return receipt requested or by Federal Express or other over night carrier or sent via facsimile with a copy sent via regular mail, and shall be mailed to the parties at the following addresses:

If to the Owner:

City of Manchester
One City Hall Plaza
Manchester, New Hampshire 03101
Attn:

With a copy to:

City Solicitor
City Solicitor's Office
One City Hall Plaza
Manchester, New Hampshire 03101

If to the Option Holder:

River's Edge Manchester, LLC 33 South Commercial Street Manchester, New Hampshire 03101 Attn: Dick Anagnost

With a copy to:

Kenneth A. Viscarello, Esquire Sheehan Phinney Bass & Green, PA 1000 Elm Street Manchester, New Hampshire 03101 Facsimile No. (603) 627-8121

- 11, <u>Counterparts.</u> This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original, but which together shall constitute one instrument.
- 12. <u>Amendments.</u> This Agreement may not be amended, changed, supplemented, waived or otherwise modified except by an instrument in writing signed by the party against which enforcement is sought.
- 13. <u>Assignment.</u> This agreement shall not be assignable without the prior written consent of the Owner provided, however, Option Holder may, upon written notice to the Owner, assign this Agreement to an entity in which it or Dick Anagnost or an entity controlled by Dick Anagnost holds a majority interest or acts as general partner or acts as the managing member. Notwithstanding the above, nothing contained herein shall be intended to prohibit the Option Holder from granting ownership interests to investors in the Option Holder, provided the Option Holder or Dick Anagnost or an entity controlled by Dick Anagnost holds a majority interest or acts as general partner or acts as the managing member of said entity.
- 14. <u>Successors and Assigns.</u> This Agreement shall be binding upon and shall inure to the benefit of and be enforceable by the parties and their respective successors and assigns.
- 15. Severability. If any term of this Agreement or the application thereof to any party or any circumstance, shall be held invalid or unenforceable to any extent, the remainder of this Agreement and the application of such term to the other parties or circumstances shall not be affected thereby and shall be enforced to the greatest extend permitted by applicable law, so long as the economic and legal substance of this Agreement is not affected in any manner adverse to any party.

[PAGE END HERE, SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the Parties hereto have set their hands to the written instrument as of the date first above written.

Witness		Name: Title:		
A-1990WFAH-PAAL		· · · · · · · · · · · · · · · · · · ·		
is .	.i.			
		THE CITY OF MANCHESTER		
		OWNER:		
Witness		Dick Anagnost, Manager		
•		By:		
		RIVER'S EDGE MANCHESTER, LLC		
		OPTION HOLDER:		

STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH			
This instrument was acknowledgement before m by Dick Anagnost, as Manager of River's Edge	***************************************	LLC.	_ day of July, 2009
			3
		Notary Public/Justice of the Pe	
STATE OF NEW HAMPSHIRE COUNTY OF HILLSBOROUGH			
This instrument was acknowledgement before m	e on thic		dovint Inter 2000

by _____ City of Manchester.

Notary Public/Justice of the Peace My commission expires:



Dick Dunfey Secretary/Treasurer

M A N C H E S T E R HOUSING AND REDEVELOPMENT CORPORATION

William B. Cashin President

Marion G. Russell Vice-President

George N. Copadis

Trustee

Fern G. Gelinas

Trustee

M. Mary Mongan

Trustee

July 28, 2009

Jay Minkarah Director, Economic Development Office City of Manchester One City Hall Plaza Manchester, NH 03101

RE: Northwest Business Park and

French Hall

Dear Jay:

In board of Mayor and Aldermen

Date: 8 | 18 | 09 On Motion of Ald. O'Neil

Second by Ald. Pinard

Voted to refer to the Committee on Lands and Building:

City Clerk

The following is a summary of issues, estimated costs and the status of the above referenced projects:

Regarding Northwest Business Park, as of June 30, 2009 there is \$35,601.79 remaining in the original budget of \$785,000.00. \$25,770.00 is payable to OEST Associates once their remaining design work is complete, leaving a balance of \$9,831.79 to cover MHRC ongoing administrative costs, which we anticipate will carry us to September 2009.

Outstanding project issues, cost estimates and status is as follows:

	DESCRIPTION	ESTIMATED COST	STATUS
· 1.	Infrastructure Improvements (Includes construction of new entrance on PSNH and Dalsar property. Price with the change if new entrance is removed or existing is reconstructed.)		Plans and specifications delivered to Highway Department for final review and approval.
2.	National Grid natural gas supply and distribution construction cost including Upgrades at Front Street.	\$1,156,316.00	National Grid is willing to discuss spreading payments over time. Requires funding approval.
3.	PSNH electric distribution design fee (Required up front for design)	\$6,240.00	Requires funding approval.
4.	PSNH electric distribution construction	a cost \$744,676.00	PSNH says work and associated costs can be phased. Requires funding approval.
5.	Manchester Water Works Inspection Feduring installation of water supply and distribution system.		City may want to ask Water Works for consideration.



DESCRIPTION

ESTIMATED COST

STATUS

form in permit.)

6. Permitting:
US Army Corps of Engineers
Project #NAE-2007-00273,

Wetlands Permit #2006-03144,

Alteration of Terrain WPS-8231,

7. DES required Stormwater Management Plan monitoring during construction.

\$15,000.00

Requires RFP and selection of an Environmental Engineering firm.

Must notify when construction is

(See notification in approval letter)

Must notify when construction starts.

Must notify when construction starts.

Expires 9/29/2010. (See notification form in permit. Permit can be extended when requested within 90 days of

Expires 8/21/2013 (See notification

complete. Expires 6/28/2012

OEST remaining work includes:

DESCRIPTION

ESTIMATED COST

<u>STATUS</u>

expiration.)

1. Setting of monuments and bounds.

\$35,000.00

To be resolved with OEST Associates.

Included in contract balance.

Included in contract balance.

Included in contract balance.

- 2. Lot plans and legal descriptions including conservation easements and deed restrictions.
- 3. Final approval of plans and specifications from Highway Department.
- 4. OEST must revise sheet (plan) on bid alternate.
 OEST must revise sheet C-103 and C-103A
 to indicate existing asphalt on Lot 9 must
 be removed and the sensitive development
 area restored per conditions of the wetlands
 permit.
- 5. OEST Construction Administration (including approval of submittals, shop drawings, requisitions and construction monitoring).

\$32,000.00

These OEST services to be initiated and payable if and when construction is undertaken. Requires funding approval.

6. Should the City wish to have Manchester \$75,000 Housing and Redevelopment Corporation continue to provide oversight of the project, including administration of the Marketing Contract, evaluation and approval of offers to purchase, preparation and execution of Land Disposition Agreements, legal fees, infrastructure construction, construction contract administration and related services, then additional funding must be approved.

\$75,000.00 per year

Requires funding approval beginning October 1, 2009.

Regarding French Hall, sufficient funds exist to complete the following tasks once it is decided how we wish to handle location of the entry road. We need to revisit the entry road issue and decide how we want to proceed.

	DESCRIPTION	ESTIMATED COST	<u>STATUS</u>
1.	PSNH fee for French Hall and cell tower electric feed relocation	\$50,000.00	Current services require relocation. Can be charged to French Hall budget.
2.	Dalsar & PSNH easement appraisals	\$4,000.00	Can be charged to French Hall budget.
3.	Dalsar easement purchase	\$50,000.00	Can be charged to French Hall Budget. (Will not be necessary if the existing entry road is retained.)
4.	PSNH easement purchase	\$30,000.00	Can be charged to French Hall Budget. (Will not be necessary if the existing entry road is retained.)
5.	OEST to prepare plans and legal descri of easements to accommodate entry roa	ptions \$5,000.00 ad.	Waiting for discussion on roadway.
6.	The current plans show the entry road to Constructed across the PSNH property encroachment on the Dalsar property. decided to alter the location of the entry roadway additional design will be required the construction plans must be modified accordingly and new and existing easen need to be modified and created.	with If it is y ired, d	Waiting for discussion on roadway.

If you have any questions or need additional information please do not hesitate to contact us.

Sincerely,

Kenneth R. Edwards

Assistant Executive Director, MHRA